

Municipal Agreement 2001



Camrose and District Support Services Municipal Agreement

THIS AGREEMENT MADE THIS 1st DAY OF MAY, 2001

BETWEEN

THE COUNTY OF CAMROSE NO. 22, a body corporate, having its offices in the City of Camrose, in the Province of Alberta,
(HEREINAFTER KNOWN AS PARTY OF THE FIRST PART)

AND

THE CITY OF CAMROSE, a body corporate, having its offices in the City of Camrose, in the Province of Alberta,
(HEREINAFTER KNOWN AS PARTY OF THE SECOND PART)

AND

THE TOWN OF BASHAW, a body corporate, having its offices in the Town of Bashaw in the Province of Alberta,
(HEREINAFTER KNOWN AS PARTY OF THE THIRD PART)

AND

THE VILLAGE OF BITTERN LAKE, a body corporate, having its offices in the Village of Bittern Lake, in the Province of Alberta,
(HEREINAFTER KNOWN AS PARTY OF THE FOURTH PART)

AND

THE VILLAGE OF BAWLF, a body corporate, having its offices in the Village of Bawlf, in the Province of Alberta,
(HEREINAFTER KNOWN AS PARTY OF THE FIFTH PART)

AND

THE VILLAGE OF NEW NORWAY, a body corporate, having its offices in the Village of New Norway, in the Province of Alberta,
(HEREINAFTER KNOWN AS PARTY OF THE SIXTH PART)

AND

THE VILLAGE OF ROSALIND, a body corporate, having its offices in the Village of Rosalind, in the Province of Alberta,
(HEREINAFTER KNOWN AS THE PARTY OF THE SEVENTH PART)

AND

THE VILLAGE OF FERINTOSH, a body corporate, having its offices in the Village of Ferintosh, in the Province of Alberta,
(HEREINAFTER KNOWN AS THE PARTY OF THE EIGHTH PART)

IN THIS AGREEMENT:

- a) "Council" means the Council of the Municipality as defined in the Municipal Government Act, R.S.A., 1996.
- b) "Minister" means the Minister of Children's Services, the Crown in right of Alberta.
- c) "Municipality" means a City, Town, Village or County.
- d) "Program" means the Family and Community Support Services program as defined in the Family and Community Support Services Act, 1981.
- e) "Project" means a specific activity or agency funded under the auspices of the Camrose and District Support Services program.
- f) "Regulations" includes the Regulations of the Family and Community Support Services Act and any further amendments or regulations to the Act.

WHEREAS the FCSS Act and Regulations provide for a program to be sponsored by municipalities to:

1. promote, encourage and facilitate volunteerism and the use of volunteers,
2. be of a preventive nature which will:
 - enhance, strengthen, and stabilize family and community life,
 - improve the ability of persons to identify and act on their own social needs,
 - (c) help avert family or community breakdown,
 - (d) if early symptoms do appear, help prevent the development of a crisis that may require major intervention or rehabilitative measures,
3. provide citizens with information On the program's planning and operation,
4. provide for the development of services on the basis of clearly identified social needs and effective planning, and
5. encourage co-operation and co-ordination with other service agencies operating within the participating municipalities,

AND WHEREAS the parties are authorized by By-law to enter into an agreement with one another for joint Preventive Social Service programming,

AND WHEREAS there exists a written agreement between the parties dated the 1st day of July, 1999,

AND WHEREAS the parties desire to replace the agreement with another agreement in conformity with the Family and Community Support Services Act, hereinafter known as the FCSS Act,

THEREFORE, IN CONSIDERATION OF THESE PREMISES AND THE COVENANTS CONTAINED THEREIN, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

- I This agreement hereby replaces and supersedes all previous agreements.
2. The parties hereby agree that the agreement shall create a program known as "Camrose and District Support Services."

11 MISSION STATEMENT OF CAMROSE AND DISTRICT FCSS

- I The parties hereby agree that the mission of the Camrose and District Support Services Program shall be the following:

"CDSS is a partnership between the Province and the participating municipalities committed to supporting local preventive social initiatives to enhance the well-being of individuals, families and the community. "

III UNIT AUTHORITY - POWERS AND DUTIES

- 1 The parties hereby agree that the County of Camrose Number 22, Party of the First Part shall be the Unit Authority, acting on behalf of and at the direction of the other parties to this agreement.
2. The powers and duties of the Unit Authority shall be:
 - a) To receive letters of direction from the parties regarding application for funding made under the FCSS Act and Regulations.
 - b) To sign on behalf of the other parties' applications for funding under the FCSS Act and Regulations submitted to the Minister.

- c) To enter into an agreement with the Minister, on behalf of and at the direction of parties, to provide for the administration and operation of a Family and Community Support Services program as outlined in the FCSS Act and Regulations.
- d) To receive from the Minister, funds as are granted under the FCSS Act and Regulations and to deliver these funds to the Board of the Camrose and District Support Services program on behalf of the Minister.
- e) To sign on behalf of the other parties and at their direction or the direction of the Board, such legal agreements as are needed for the efficient and sound development of the program, such agreements to include: inter alia, leases, insurance documents and contracts.
- 0 To call meetings as needed of the other parties to discuss the development of the program.
- g) To act as Unit Authority on behalf of the other parties only at the direction of the other parties, or, at the direction of the Board.

IV. LIMITATION OF THE POWERS AND DUTIES OF THE UNIT AUTHORITY

- I. The Unit Authority shall not:
 - 8) Be solely liable for any action taken subject to this Agreement, on behalf of and at the direction of the other parties,
 - b) Solely direct the activity of or be responsible for the activities of the program or the Board.

V. RULES RESPECTING THE ORGANIZATION OF THE CAMROSE AND DISTRICT SUPPORT SERVICES BOARD I

- 1. WHEREAS the Family and Community Support Services Act provides that municipalities shall form a board called the Camrose and District Support Services Board (hereinafter referred to as "the Board") to provide for the establishment, administration and operation of a joint Family and Community Support Services Program, for the benefit of the participating municipalities, the following are agreed to by all parties:

VI BOARD COMPOSITION

The Board shall consist of a maximum of six (6) members, two (2) to be appointed by the Council of the City of Camrose, two (2) to be appointed by the Council of the County of Camrose No. 22, one (1) member to be appointed by the Council of the Town of Bashaw, and one (1) to be appointed by the participating Villages. The Village representative may be appointed on an annual rotating basis at the discretion of the participating Village Councils.

vii. APPOINTMENT AND TERM OF MEMBERSHIP OF THE BOARD

1. Member Councils shall, at their organizational meeting following each municipal election, and in any event, not later than the 15th day of November throughout the currency of this Agreement, appoint a person to act as a Board Member. A Board member may be an elected official or a member of the community at large. The term of the appointed Board Member shall be from November 15th, following a municipal election, to November 15th in the subsequent year, throughout the currency of this Agreement.
2. Councils, at their organizational meeting following each municipal election, may also appoint a Board Member Alternate from their number, or from the community at large at the following council meeting. The term of the appointed Board Member Alternate shall be concurrent with the term of the appointed member.
 - a) The Board representative and alternate from the villages shall be appointed by the villages on an annual rotating basis, and confirmed annually at the discretion of the Villages. The term of the alternate shall run to the next municipal election.
3. Members are eligible for reappointment to the Board for two consecutive terms up to a maximum of six years. Board members who have completed two consecutive terms shall be eligible to sit on the Board following a one-term absence.
4. Board members and Board member alternates may resign at any time during their appointment by submitting their resignation to their Council and to the Board.
 - a) If a Board member is absent from three consecutive meetings of the Board without being excused by resolution of the Board, the Board may make a request of the participating municipality to review the Board members continued representation on the Board.
 - b) The Board may request the resignation of any member through that members appointing municipality if it appears to be in the public interest.

- C) A Board member who is a member of a municipal council and has resigned from their council position or is no longer eligible to sit on council will automatically be deemed to have resigned from the Board.
- d) Councils shall ensure that a Board Members position is not vacant longer than three consecutive months.
- e) Councils of each party hereto shall furnish the Board, within three months following a vacancy, with the name, address and telephone number of the Board Member and Board Member Alternate, if any, representing such party.

Viii ROLES AND RESPONSIBILITIES OF THE BOARD

- I The Board shall annually elect from among its members, a Chairman, and Vice Chairman. The Chairman, Vice Chairman shall constitute the Executive.
- 2. Regular meetings of the Board shall be held a minimum of six (6) times per year, with the time and place of such meetings to be determined by the Board at the annual organizational meeting.
- 3. Special meetings of the Board may be called by the Chairman, or by a majority of the Board provided members or their alternates have received one-week notice.
 - a) Notice shall be deemed to have been received through notice in person, by regular mail, or by telecommunication to the Board member or their designated alternate.
 - b) Where a Board member is unable to attend, it shall be the Board member's responsibility to notify their alternate.
- 4. Board members shall advise their respective councils on an ongoing basis of the activities of the program.
 - a) In the case of the Village representative, the representative shall meet personally with each Village Council a minimum of once per year.

Ix, POWERS AND DUTIES OF THE BOARD

- 1 Any decisions made by the Board shall be binding on all parties to this Agreement notwithstanding that the Board Member for such party may have been absent from the meeting when such decision was made.
 - a) Notwithstanding the above, decisions regarding the budget of Camrose and District Support Services shall be voted on by all Board members or their Alternates.

- 2 The Board shall carry out programs in accordance with the Family and Community Support Services Act and/or Regulations as amended from time to time, and/or any other specific programs established within the participating municipalities.
- 3 The Board shall consult with communities, groups, and individuals in respect of issues pertaining to the philosophy and principles of the Family and Community Support Services programs.
- 4 The Board shall promote citizen awareness of the Family and Community Support Services Programs and of the importance of the preventative nature of the programs.
5. The Board shall encourage and if necessary, organize such consultations with professional groups, social agencies (public or private) or other groups, which may promote the effective implementation of services.

A, FINANCES

- 1 The Board shall have the power to maintain, control, and manage the affairs of the program, and the power to disburse funds up to the amount of the budget approved by the Board and the member Municipalities and the power to disburse any other grants received by the Board (fees, donations and other monies received in the course of operating the program).
2. Each of the participating municipalities agrees to pay to the Unit Authority its per capita share of the municipal funds required to match the provincial funds budgeted each year. The Unit Authority will requisition these amounts on a quarterly basis.
3. The Board shall prepare and adopt the annual budget for Camrose and District Support Services and shall provide a copy of the budget to each participating municipality prior to November 30 of the current fiscal year.
 - a) The Board shall not have the power to expend any public monies other than such monies voted by Councils or received by grant, donation or fees as are necessary for the carrying on of the management and operational functions of the organization.
 - b) The Board shall not have the power to pledge the credit of the parties to the Agreement beyond the limits set by Councils in the approved budget.
4. The Unit Authority, not later than October 1, each year, shall appoint an auditor to examine the financial statements of the program.

5. The Board shall, each year, furnish the council of each Municipality and the Minister with a reviewed statement of its receipts and payments for the preceding year and shall supply each Council and the Minister with such information regarding its management and operation as may be requested, on the understanding however, that the requesting party shall be responsible for all extra expenses incurred as a result of fulfilling such request for other information.
6. The Board may, pending receipt of all or any part of the funds to be provided under the Agreement between the parties hereto, and the Minister, from time to time, borrow such sums as may be required to finance the maintenance and operation of the program pending the receipt of those funds. It being agreed, however, that the Board may not borrow or enter into any agreements to borrow any sums of money greater than the budget approved by the Board and all of its member municipalities and may only borrow such sums of money provided it has received confirmation from the Minister that the budget has been approved and funds are forthcoming. The Board Chairman, the Vice-Chairman, and the Director shall be designated signing authorities in such borrowing transactions.
- 7 Per diems paid to Board members shall be the responsibility of their respective councils.
 - a) In the case of the Village representative, the Villages shall arrange between themselves for the reimbursement of the Village representative.
- S. From time to time Camrose and District Support Services may receive requests for services from residents of municipalities who are not signatories to this agreement. The Board may agree to provide programming to those individuals or municipalities on a total cost recovery basis.

B OTHER DUTIES

- 1 The Board shall ensure that research and statistics adequately establish the need for new programs.
2. The Board may approve, defer, or reject any project proposed to it.
3. The Board shall have the power to terminate any project at any time in accordance with the signed funding agreements between the Board of Camrose and District Support Services and the project board.
- 4 The Board, shall be responsible for on-going evaluation, assessment, and delivery of existing programs and services,

consultation, planning and development of new services in response to identified needs in the community.

5. The Board shall appoint a Director as per policy.
 - a) The Board shall appoint an Acting Director when the Director is absent for an extended period or when the office of the Director is vacant. The Acting Director shall have the same powers and duties as the Director.
6. The Board shall establish and administer personnel policies, salary rates and fringe benefits for all employees.
7. The Board may operate, or participate in, pension and benefit plans for its employees in conjunction with the Unit Authority.
8. The Board shall open and maintain financial accounts in a recognized bank or other financial institution in conjunction with the Unit Authority.
9. Quorum: A quorum shall be a simple majority of the Board. Every member of the Board shall be required to vote on every question, except where a board member declares a conflict of interest and requests to be excused from that vote.
10. The Board shall act as a Committee of the Whole with respect to confidential matters such as personnel and other contractual issues.
11. A minute book shall be kept and all the minutes of all regular and special meetings shall be recorded therein by the Secretary. The CDSS Board shall mail copies of the minutes of regular and special meetings of the Board to all participating municipalities after approval.

X. LIMITATIONS OF POWERS AND DUTIES OF THE PARTIES

1. No party to this agreement shall be solely liable for any action undertaken by the Board, or program personnel, nor shall any such party be liable for any sum of money greater than its pro-rated share in the last approved budget.
2. No party to this agreement shall solely direct or attempt to direct the activities of or be responsible for activities of, or personnel involved in this program.

xi. DIRECTOR

1. The Director shall provide for the hiring of all necessary employees and shall administer the personnel policies developed by the Board
2. The Director shall prepare monthly financial and activity reports for the Board detailing the transactions and events of the program in the past month.
3. The Director shall prepare or cause to be prepared, an annual budget outlining proposed expenditures for the program for the coming year. In addition, the Director will meet with each council to present the proposed budget for the next fiscal year.
4. The Director shall prepare or cause to be prepared an annual report for the Board detailing program activities in the past year.
5. The Director shall prepare or cause to be prepared an annual program report for the Minister as required by the provincial funding agreement.
6. The Director shall be responsible for the payment of expenses incurred by the program within the budget allocation.
6. The Director shall be responsible for the collection, receipt and safety of all monies belonging to or accruing to the program and issue or cause to be issued receipts therefore.
7. The Director shall be responsible for depositing all monies received by the Board in a chartered bank or other financial institution and shall as much as feasible or practicable, keep such funds invested in interest bearing accounts.
8. Any two of the following shall be co-signer on all cheques issued by the Board: the Director, the Chairman, Vice Chairman of the board.
9. The Director shall attend all meetings of the Board and shall record or cause to be recorded all resolutions, decisions and other proceedings of the Board.
10. The Director shall be an ex-officio member of the Board, with the right of discussion on all matters, but with no voting rights.

xii PERSONNEL

The Board shall hire the Camrose and District Support Services Director. The Director shall hire other employees such as Program Directors and Support Staff. These employees shall be employees of the County of Camrose No. 22 and therefore subject to the County of Camrose No. 22 personnel policies, payroll deductions, employee benefits, and related matters. Suspensions, and terminations may be made by the Board of Directors of Camrose and District Support Services, after consultation with the Director of Camrose and District Support Services and the Administrator of the County of Camrose No. 22, and receipt of a legal opinion.

xiii PROGRAM

- 1 The Board shall provide and maintain an office for the operation and maintenance of the program.
2. The program may provide such needed services as are acceptable under the FCSS Act and Regulations.
- 3 The auditor shall submit a financial statement to the Board by March 31, in respect of the preceding January 1 to December 31, such statement to meet the requirements of the FCSS Act and Regulations.
- 2 The Board shall consider and approve the reviewed Financial Statement and forward the approved Statement to the Minister and the parties to this Agreement no later than April 30, each year.

xiv. TERMINATION OF THE PARTICPATING MUNICIPALITIES IN THE PROGRAM

- 1 Any of the Parties to this agreement may terminate its participation in the Camrose and District Support Services program and in this agreement by delivering notice in writing to the Unit Authority, the Board, and the Minister of Children's Services on or before July 1 in any year. Upon receipt of such notice the terminating municipality shall be deemed to be no longer participating in any part of the FCSS program effective after the first day of January in the year following that in which notice is given.
- 2 In the event of notice of termination by any one of the Parties, the remaining Parties shall convene a meeting within 30 calendar days to review the agreement and the program's continued operation.
- 3 This agreement shall enure to all those benefiting of it and be binding on the parties hereto, their successors and assigns.

- xv. This Agreement, between the Unit Authority and participating municipalities is for the establishment, administration and operation of a joint Family and Community Support Services Program. This Agreement shall become effective on the date and year first above written and will continue in force from year to year unless terminated by Agreement amongst the parties hereto.